

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. PR-NC-02-10041/0001	3. EFFECTIVE DATE 04/26/02	4. REQUISITION/PURCHASE REQ. NO. PR-NC-02-10041	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Contracts Management Division Admin Bldg Lobby, Alexander Dr. Research Triangle Park, NC 27709	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
		Not Applicable.	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(✓)	9A. AMENDMENT OF SOLICITATION NO. PR-NC-02-10041
To All Offerors/Bidders.		✓	9B. DATED (SEE ITEM 11) 04/15/02
			10A. MODIFICATION OF CONTRACT/ORDER NO.
CODE			10B. DATED (SEE ITEM 13)
FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Amendment issued to make changes to original Request for Proposal and answer questions.

NOTE: The Solicitation Closing Date is unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENTS TO THE SOLICITATION

1. Page B-1 of 3; The Section B clause entitled "LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION" has been modified. The text is as follows:

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 19,500 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

2. Page H-11 of 27; The Section H clause entitled "OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION" has been modified. The text is as follows:

The Government has the option to extend the term of this contract for 4 additional periods at any time up to sixty (60) days after the expiration date, provided that the Government has given the contractor written notice sixty (60) days prior to exercising of such option. If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period

of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

Period	Start Date	End Date
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Option Period I	10/01/03	09/30/04
Option Period II	10/01/04	09/30/05
Option Period III	10/01/05	09/30/06
Option Period IV	10/01/06	09/30/07

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Period	Level of Effort (Direct Labor Hours)
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Option Period I	19,500
Option Period II	19,500
Option Period III	19,500
Option Period IV	19,500

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fees for each option period as follows:

Option Period	Estimated Cost	Fixed Fee	Total
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3. Page H-23 of 27; The Section H clause entitled "OBTAINING ACCESS TO PROPRIETARY INFORMATION (RTP-H-11)" has been deleted.

4. Page K-5 of 17; The Section I clause entitled "SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-TARGETS (FAR 52.219-24) (OCT 2000)" has been added. The text is as follows:

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause of FAR 52.219-23, Notice of Price Evaluation Adjustment for

Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

5. The Section I clause entitled "SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- DISADVANTAGED STATUS AND REPORTING (FAR 52.219-25) (OCT 1999)" has been added. The text is as follows:

(a) *Disadvantaged status for joint venture partners, team members, and subcontractors.* This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a revision substantially the same as paragraph (b) (1) (i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) *Reporting requirement.* If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

6. The Section K clause entitled "SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (OCT 2000) ALTERNATE I (OCT 2000)" has been modified. The text is as follows:

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541620** Environmental Consulting Services.

(2) The small business size standard is **\$6 million** in average annual receipts over the preceding three fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it []is, []is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it []is, []is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it []is, []is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It []is, []is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

7. Page M-5 of 5; The Section M clause entitled "SMALL DISADVANTAGED BUSINESS PARTICIPATION EVALUATION FACTOR (EPAAR 1552.219-74) (OCT 2000)" has been added. The text is as follows:

Under this factor [or subfactor, if appropriate], offerors will be evaluated based on the demonstrated extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract in each of the authorized and applicable North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. As part of this evaluation, offerors will be evaluated based on:

(1) The extent to which SDB concerns are specifically identified to participate in the performance of the contract;

(2) The extent of the commitment to use SDB concerns in the performance of the contract (enforceable commitments will be weighed more heavily than nonenforceable commitments);

(3) The complexity and variety of the work the SDB concerns are to perform under the contract;

(4) The realism of the proposal to use SDB concerns in the performance of the contract; and

(5) The extent of participation of SDB concerns, at the prime contractor and subcontractor level, in the performance of the contract (in the authorized and applicable NAICS Industry Subsectors in terms of dollars and percentages of the total contract value.

8. The following questions were submitted. Answers are provided as follows:

**EPA Solicitation PR-NC-02-10041
Emissions Inventory Support - Integrator and Database**

1. Is it required for a small business that is priming the contract include a chapter in their proposal to respond to Scope of Work Section 6. Small, Disadvantaged Business (SDB) Participation?

ANSWER: We are assuming that you meant Section 6 of M.3, not the "Scope of Work." and, there will be amendment issued that includes EPAAR clause 1552.219-74 that pertains to this issue; this clause was mistakenly left out. No, it is not required but recommended.

2. Is it required for a small business that is priming the contract include a chapter in their proposal to respond to Scope of Work Section 7, Mentor Protege Participation?

ANSWER: No, it is not required but recommended. Clauses 52.219-24 and 52.219-25 are added to Section I, via this amendment since both clauses pertain to this issue.

3. If the answers to questions 1 and/or 2 are no, how will the evaluation points for those sections be re-appropriated?

ANSWER: If parts 6 and 7 (of (b)) of M.3 are not addressed in a firm's proposal, there will not be any opportunity to accumulate the 10 possible points. Again, it is recommended to respond to these two sections. If no responses are received to these two sections, the points will not be re-appropriated.

4. Section M.3., The Qualifications of Proposed Personnel, states that "Experience and capabilities for conducting Technology Transfer of information through: seminars, workshops, symposia, newsletters should also be discussed." Are the four listed areas of Technology Transfer the only ones that will be scored on the evaluation, or will other areas of Technology Transfer (as mentioned in the Statement of Work) count towards the evaluation points as well?

ANSWER: Evaluation of points will only include the areas listed in the Technical Evaluation Criteria.

5. Where can information on the SPECIATE data base be located?

ANSWER: Information on SPECIATE is available at
<http://www.epa.gov/ttn/chief/software/speciate/index.html>

6. Who currently developed the Web site for entering data for the National Emission Inventory, other data bases and software?

ANSWER: There is no single "Web site for entering data for the National Emission Inventory, other data bases and software". The CHIEF website itself is(<http://www.epa.gov/ttn/chief/index.html>) The software and other information posted there was developed and revised from time by a variety of contractors. The "Central Data Receiving" website that is used as a drop-off point for submitting data files to the National Emissions Inventory (<http://www.epa.gov/cdx/aei.html>) is outside the scope of this solicitation.

7. If someone other than the current developer was awarded the contract, would they have access to the current code and all supporting documents?

ANSWER: They would have access to the current source code for any software posted on the CHIEF website, to the HTML code for the CHIEF website if relevant to a work assignment, and all relevant supporting documents posted on CHIEF or otherwise in the possession of EPA staff not including information related to cost of work performed by previous contractors or other confidential business information. This may not include all intermediate or supporting materials developed by the previous contractors that were not required deliverables under work assignments.
